REMARKS

Claims 1, 2, 5-7, 9, 11-16, 18 and 19 are pending in the present application.

Claims 1, 6, 13, 15, 16 and 19 are amended herein.

Claims 3, 4, 8, 10, 17, 20 and 33 are canceled.

Reconsideration on the merits is respectfully requested.

No new matter is entered by the amendments.

The claims are believed to be allowable for the reasons set forth herein. Notice thereof is respectfully requested.

Election/Restrictions

Applicant affirms the provisional election of species I and subspecies A and D, Figure 2 corresponding to claims 1, 2, 5-7, 9, 11-16, 18 and 19. Claims 3, 4, 8, 10, 17 and 20-33 are withdrawn from further consideration.

Drawing Objections

Corrected drawings are submitted herewith. All objections are rendered moot by the corrected drawings.

Claim Objections

Claims 1, 6, 13, 15, 16 and 19 are objected to for formalities. The objections are rendered moot by amendment.

Claim Rejections - 35 USC § 103

Claims 1, 2, 5-7, 9, 11-16, 18 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp et al. (U.S.P 6,263,317).

Sharp et al. is cited as teaching an e-commerce channel conflict resolution system. This differs from the present invention and fails to render the present claims unpatentable for the reasons set forth herein.

One significant difference between the present claimed invention and Sharp et al. is the manner in which the customer price is determined. Sharp et al. describes and illustrates in Fig. 3, the steps of a customer entering an order **306**. The price is determined based on item cost, tax and shipping cost at **309** and payment is authorized at **312**. The retailer, or manufacturer, of the item is determined after the price is confirmed. There is no adjustment for specific intra-channel relationships between the customer and the dealer, the customer

and manufacturer or the dealer and manufacturer. In Sharp et al. the price to the customer is not dependant on the dealer or manufacturer and any price variations within channel are not relayed to the customer. There would be no mechanism for a customer to obtain a different price from a specific manufacturer, or dealer, since the information is not transfered within the various communication links.

The present claimed invention takes into consideration other intra-channel relationships not considered in Sharp et al. For example, after an order is placed the manufacturer and dealer are determined prior to determination of the customer price. This is accomplished through the dealer price adjustment which is carried through the various communication links culminating in a customer price which may be different for each manufacturer, dealer or customer.

The Office has opined that Sharp et al. teaches that the "manufactures confirmation report comprises an availability index (the quantity available) and a customer price(the cost of the product" without elaborating where this teaching is set forth in the reference. The cost of the product to the customer

is determined prior to the request for availability from a manufacturer. The Office errs in equating a predetermined price with a dealer adjusted price to the customer.

The Office further opines that "the availability index is derived from the availability report (the dealer price adjustment --the commission, the shipping cost, or both)" without elaboration on where this disclosure is located in the reference. As described previously the customer cost is predetermined prior to any efforts to determine which retailer or manufacturer is capable of fulfilling the order. It is therefore not possible to incorporate any dealer adjustment in the previously fixed price.

In summary, Sharp et al. fails to disclose, at least, a dealer price adjustment as set forth in independent claims 1 and 13. Furthermore, one of skill in the art would not be led to a dealer price adjustment in accordance with the presently claimed invention since Sharp et al. teaches the determination, and authorization, of a price prior to determining which manufacturer or retailer can fulfill the order. Claims 1 and 13

are therefore patentable over Sharp et al. under 35 U.S.C. 103(a).

Claims 2, 5-7, 9, 11 and 12 ultimately depend from and further limit claim 1 and are therefore patentable for, at least, the same reasons as claim 1.

Claims 14-16, 18 and 19 ultimately depend from claim 13 and are patentable for, at least the same reasons as claim 13.

Applicants respectfully submit that the rejection of claims 1, 2, 5-7, 9, 11-16, 18 and 19 under 35 U.S.C. 103(a) as being unpatentable over Sharp et al. (U.S.P 6,263,317) is improperly based on teachings which are not included therein. Furthermore, the rejection is based on a reading which is contrary to that disclosed in the reference and which can only be made in hindsight based on the present disclosure. Withdrawal of the rejection is respectfully requested.

CONCLUSIONS

Claims 1, 2, 5-7, 9, 11-16, 18 and 19 are pending in the present application. All claims are believed to be in condition for allowance. Notice thereof is respectfully requested.

Respectfully submitted,

September 29, 2003

Joseph T. Guy, Ph.D.
Agent for Applicants
Registration Number 35,172

Customer no. 021013